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The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: E. Kay Weger and Martha Wilson

File: B-223389

Date: September 19, 1986

DIGEST

Two employees were hired by the Department of Defense in Germany as part-time teachers and compensated at the rate of one-half of that earned by full-time teachers. The employees taught two-thirds the number of classes taught by full-time teachers and claim compensation in that proportion. Since it is a longstanding departmental policy established under statute that the pay of part-time overseas teaching positions be fixed at exactly one-half the rate of corresponding full-time positions, and this policy has not been shown to be contrary to the statute or otherwise invalid, their claims are denied.

DECISION

The issue in this matter is whether two employees, hired as teachers on a part-time basis by the Department of Defense (DOD), were underpaid during the period between August 24, 1983, and January 27, 1984.^{1/} On the basis of the record presented, we are unable to conclude that they were underpaid.

^{1/} This decision is issued under the authority of 31 U.S.C. § 3702 in response to backpay claims presented by the Overseas Education Association on behalf of Ms. E. Kay Weger and Ms. Martha Wilson. The Association's general counsel indicates that this matter was also the subject of grievance proceedings under the Federal labor-management provisions of 5 U.S.C. Ch. 71, but that "(t)he matter subsequently was dropped from the grievance/arbitration channel, and the * * * Association determined that the best course of action would be to pursue a claim * * *" with the General Accounting Office. We accept jurisdiction on that basis, in conformity with our regulations contained in 4 C.F.R. Part 22 delineating the circumstances in which we will render decisions in matters subject to grievance procedures.

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BACKGROUND

Ms. E. Kay Weger and Ms. Martha Wilson were employed in Germany as teachers at the Darmstadt Middle School, a DOD Overseas Dependents' School, during the 1983-84 academic year. They were, by their request, employed on a part-time basis. At Darmstadt, a full-time schedule consisted of seven 45-minute class periods, one of which is a "prep" period for the teacher. During their first semester as part-time teachers, the claimants were required to teach four class periods without a prep period, or two-thirds the amount of a full-time teacher. In November, they filed a grievance regarding the number of classes they taught in relation to that of full-time teachers. Basically, the claimants wanted to be assigned as full-time teachers, or have their teaching assignments reduced from four classes to three classes per day. In an attempt to resolve their grievance informally, the principal at Darmstadt reduced the claimants' second semester teaching assignments to three teaching periods and one prep period.

Ms. Weger and Ms. Wilson claim backpay for the first semester of the 1983-84 school year, for the period between August 24, 1983, and January 27, 1984. They suggest that although they were hired on a part-time basis and compensated at one-half of the rate for full-time teachers, because they taught two-thirds of the number of classes taught by full-time teachers they should have been compensated on a pro rata basis, or two-thirds of the rate of compensation of full-time teachers. DOD's position as reported to us is that both claimants requested and accepted part-time employment, and were informed in advance of the number of classes they would be assigned. DOD also indicates that it has long been a consistently applied agency policy that educators employed on a part-time basis be compensated at one-half the corresponding rate of their full-time coworkers, regardless of the teaching load or working hours of the part-time personnel. Thus, DOD suggests that both claimants were properly compensated, consistent with the terms of their employment agreements and longstanding departmental policy.

ANALYSIS AND CONCLUSION


Provisions of statutory law pertaining to the pay of overseas teachers employed by DOD are contained in 20 U.S.C. §§ 901-907. Under 20 U.S.C. § 902, the Secretary of Defense is authorized to prescribe regulations governing the conditions of employment and the payment of compensation to teachers. Thus, DOD has broad discretionary authority under statute to regulate the payment of compensation to the

teachers it employs, although we note that 20 U.S.C. § 902(a)(2) provides that in the exercise of this authority DOD must fix the basic compensation for teaching positions at rates equal to the average range of rates for similar positions in urban school districts in the United States.^{2/}

Implementing regulations issued by the Secretary of Defense are contained in DOD Directive 1400.13, July 8, 1976. That directive contains references to "full-time" and "half-time" educators as well as to "(e)ducators who are regularly employed on a part-time basis," but the directive does not prescribe how salaries for part-time positions are to be fixed relative to the salary rates of full-time positions.

Nevertheless, as indicated, DOD officials have asserted in this matter that it has been agency policy that the pay of part-time teaching positions be fixed at one-half the rate of corresponding full-time positions, and there is nothing in the record before us to refute that assertion. Also, there is nothing in the record to demonstrate that this policy has caused the basic compensation of part-time DOD teaching positions to be fixed at rates which are not equal to the average range of rates for similar part-time positions that may exist in urban school districts in the United States. Hence, we have no basis for concluding that this policy is prohibited by statute or is otherwise invalid.

Since the claimants in the present matter were paid in conformity with agency policy established under statute, and in conformity with the terms of their employment agreements, we are unable to conclude that they were underpaid or that they are entitled to backpay. Accordingly, we deny their claims for the additional amounts believed due.

for 
Comptroller General
of the United States

^{2/} See, generally, March v. United States, 506 F.2d 1306 (D.C. Cir. 1974); 50 Comp. Gen. 191 (1970).